

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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CAONAISSA WON,

Plaintiff,

-against-

AMAZON.COM SERVICES, INC.,

Defendants.  
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: Index No.: 20-cv-2811

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**ANSWER AND  
AFFIRMATIVE DEFENSES**

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Defendant Amazon.com Services, LLC. (incorrectly identified in the Complaint as Amazon.com Services, Inc.), (“Amazon” or “Defendant”), as and for their Answer to the Complaint filed by Plaintiff Caonaissa Won (“Plaintiff”), states and alleges as follows:

In response to all non-numbered paragraphs, and each and every substantive allegation of the Complaint, Amazon denies that it violated any law and/or that it harmed Plaintiff in any way and/or that Plaintiff is entitled to any of the requested procedural or substantive relief.

**PRELIMINARY STATEMENT**

1. Amazon does not dispute that Plaintiff has filed an action pursuant to the New York City Human Rights Law (“NYCHRL”) and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). Amazon affirmatively denies that it violated the law and denies that Plaintiff is entitled to any damages or relief.

2. Amazon does not dispute that Plaintiff is seeking various forms of relief through the filing of this action. Amazon affirmatively denies that it violated the law and denies that Plaintiff is entitled to any damages or relief.

**JURISDICTION AND VENUE**

3. The allegations set forth in Paragraph 3 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Defendant admits the allegations in Paragraph 3 of the Complaint.

4. The allegations set forth in Paragraph 4 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 4 of the Complaint, but admits that this court has jurisdiction over Plaintiff's claims that arise out of federal law.

5. Amazon does not dispute that Plaintiff demands a trial by jury in this action. Amazon affirmatively denies that Plaintiff is entitled to a jury trial and reserves all rights to seek a bench trial.

### **PARTIES**

6. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 6 of the Complaint concerning Plaintiff's residence. The remaining allegations set forth in Paragraph 6 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 6 of the Complaint.

7. Amazon admits the allegations set forth in Paragraph 7 of the Complaint.

8. The allegations set forth in Paragraph 8 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 8 of the Complaint.

9. Amazon denies the allegations in Paragraph 9 of the Complaint.

10. The allegations set forth in Paragraph 10 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies

the allegations in Paragraph 10 of the Complaint.

### **STATEMENT OF FACTS**

11. Amazon denies the allegations set forth in Paragraph 11 of the Complaint.

12. Amazon admits the allegations set forth in Paragraph 12 of the Complaint.

13. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 13 of the Complaint concerning Plaintiff's current military status.

14. The allegations set forth in Paragraph 14 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies knowledge and information sufficient to form a belief as to Plaintiff's military status.

15. The allegations set forth in Paragraph 15 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies knowledge and information sufficient to form a belief as to Plaintiff's caregiver status.

16. Amazon denies the allegations set forth in Paragraph 16 of the Complaint.

17. Amazon denies the allegations set forth in Paragraph 17 of the Complaint.

18. The allegations set forth in Paragraph 18 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 18 of the Complaint.

19. Amazon denies the allegations set forth in Paragraph 19 of the Complaint, except admits that Plaintiff's schedule had her, on occasion, working 4 days a week from approximately 7:15 a.m. until 5:45 p.m.

20. Amazon denies the allegations set forth in Paragraph 20 of the Complaint.

21. Amazon denies the allegations set forth in Paragraph 21 of the Complaint.

22. Amazon denies the allegations set forth in Paragraph 22 of the Complaint.

23. Amazon denies the allegations set forth in Paragraph 23 of the Complaint.
24. Amazon denies the allegations set forth in Paragraph 24 of the Complaint.
25. Amazon denies the allegations set forth in Paragraph 25 of the Complaint, except it admits that the NYCHRL does not require employers to provide accommodations to caregivers.
26. Amazon denies the allegations set forth in Paragraph 26 of the Complaint, except it admits that the NYCHRL does not require employers to provide accommodations to caregivers.
27. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 27 of the Complaint concerning any notices that Plaintiff purported to see and denies the remaining allegations.
28. Amazon denies the allegations set forth in Paragraph 28 of the Complaint.
29. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 29 of the Complaint concerning Plaintiff's attempts to retrieve schedules.
30. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 30 of the Complaint concerning the true nature of Plaintiff's leave of absence, but admits that it granted Plaintiff's leave requests.
31. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 31 of the Complaint concerning the true nature of Plaintiff's leave of absence, but admits that it granted Plaintiff's leave requests.
32. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 32 of the Complaint concerning the true nature of Plaintiff's leave of absence, but admits that it granted Plaintiff's leave requests.
33. Amazon denies knowledge and information sufficient to form a belief as to the

allegations set forth in Paragraph 33 of the Complaint.

34. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 34 of the Complaint.

35. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 35 of the Complaint, except it admits that Plaintiff entered the building with her son and denies the remaining allegations.

36. Amazon denies the allegations set forth in Paragraph 36 of the Complaint.

37. Amazon denies the allegations set forth in Paragraph 37 of the Complaint, except it admits that Plaintiff was told that she could not be in the area with her son.

38. Amazon denies the allegations set forth in Paragraph 38 of the Complaint.

39. Amazon denies the allegations set forth in Paragraph 39 of the Complaint.

40. Amazon denies the allegations set forth in Paragraph 40 of the Complaint.

41. Amazon denies the allegations set forth in Paragraph 41 of the Complaint.

42. Amazon denies the allegations set forth in Paragraph 42 of the Complaint, except it admits that Plaintiff's employment was terminated for violation of the security policies.

43. Amazon denies the allegations set forth in Paragraph 43 of the Complaint, except it admits that Plaintiff's employment was terminated for violation of the security policies.

44. Amazon denies the allegations set forth in Paragraph 44 of the Complaint.

45. Amazon denies the allegations set forth in Paragraph 45 of the Complaint.

46. The allegations set forth in Paragraph 46 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 46 of the Complaint because the NYCHRL does not require employers to provide accommodations to caregivers.

47. The allegations set forth in Paragraph 47 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 47 of the Complaint because the NYCHRL does not require employers to provide accommodations to caregivers.

48. The allegations set forth in Paragraph 48 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 48 of the Complaint.

49. The allegations set forth in Paragraph 49 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 49 of the Complaint.

50. The allegations set forth in Paragraph 50 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 50 of the Complaint.

51. The allegations set forth in Paragraph 51 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 51 of the Complaint.

52. The allegations set forth in Paragraph 52 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 52 of the Complaint.

53. The allegations set forth in Paragraph 53 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 53 of the Complaint.

54. The allegations set forth in Paragraph 54 of the Complaint constitute legal

conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 54 of the Complaint.

55. The allegations set forth in Paragraph 55 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations set forth in Paragraph 55 of the Complaint.

**FIRST CAUSE OF ACTION**  
**Caregiver Discrimination Under the NYCHRL**

56. Defendant realleges and incorporates its responses to all previous allegations contained in the Complaint.

57. The allegations set forth in Paragraph 57 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 57 of the Complaint.

58. The allegations set forth in Paragraph 58 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 58 of the Complaint.

59. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 59 of the Complaint. Furthermore, the allegations set forth in Paragraph 59 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 59 of the Complaint.

60. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 60 of the Complaint. Furthermore, the allegations set forth in Paragraph 60 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 60 of the Complaint.

61. The allegations set forth in Paragraph 61 of the Complaint constitute legal

conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 61 of the Complaint.

62. The allegations set forth in Paragraph 62 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 62 of the Complaint.

63. The allegations set forth in Paragraph 63 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 63 of the Complaint.

**SECOND CAUSE OF ACTION**  
**Uniformed Service Discrimination Under The USERRA**

64. Defendant realleges and incorporates its responses to all previous allegations contained in the Complaint.

65. The allegations set forth in Paragraph 65 of the Complaint constitute a legal conclusion to which no response is required.

66. The allegations set forth in Paragraph 66 of the Complaint constitute a legal conclusion to which no response is required.

67. The allegations set forth in Paragraph 67 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 67 of the Complaint.

68. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 68 of the Complaint.

69. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 69 of the Complaint.

70. The allegations set forth in Paragraph 70 of the Complaint constitute a legal



conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 70 of the Complaint.

71. The allegations set forth in Paragraph 71 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 71 of the Complaint.

72. The allegations set forth in Paragraph 72 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 72 of the Complaint.

### **THIRD CAUSE OF ACTION** **Failure to Reemploy Under The USERRA**

73. Defendant realleges and incorporates its responses to all previous allegations contained in the Complaint.

74. The allegations set forth in Paragraph 74 of the Complaint constitute a legal conclusion to which no response is required.

75. Amazon admits the allegations set forth in Paragraph 75 of the Complaint.

76. Amazon admits the allegations set forth in Paragraph 76 of the Complaint.

77. The allegations set forth in Paragraph 77 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 77 of the Complaint.

78. The allegations set forth in Paragraph 78 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 78 of the Complaint.

79. The allegations set forth in Paragraph 79 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies

the allegations in Paragraph 79 of the Complaint.

**FOURTH CAUSE OF ACTION**  
**Military Status Discrimination Under the NYSHRL**

80. Defendant realleges and incorporates its responses to all previous allegations contained in the Complaint.

81. The allegations set forth in Paragraph 81 of the Complaint constitute a legal conclusion to which no response is required.

82. Amazon denies knowledge and information sufficient to form a belief as to the allegations set forth in Paragraph 82 of the Complaint concerning the true nature of Plaintiff's leave of absence.

83. The allegations set forth in Paragraph 83 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 83 of the Complaint.

84. The allegations set forth in Paragraph 84 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 84 of the Complaint.

85. The allegations set forth in Paragraph 85 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon.com denies the allegations in Paragraph 85 of the Complaint.

**FIFTH CAUSE OF ACTION**  
**Uniformed Service Discrimination Under The NYCHRL**

86. Defendant realleges and incorporates its responses to all previous allegations contained in the Complaint.

87. The allegations set forth in Paragraph 87 of the Complaint constitute a legal

conclusion to which no response is required.

88. Amazon admits the allegations set forth in Paragraph 88 of the Complaint.

89. The allegations set forth in Paragraph 89 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 89 of the Complaint.

90. The allegations set forth in Paragraph 90 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 90 of the Complaint.

91. The allegations set forth in Paragraph 91 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, Amazon denies the allegations in Paragraph 91 of the Complaint.

#### **PRAYER FOR RELIEF**

Amazon.com denies that Plaintiff is entitled to any of the relief requested in the Wherefore paragraph of the Complaint, including subparts (1) through (6), or to any relief at all, against Amazon.com.

#### **AFFIRMATIVE DEFENSES**

Defendant asserts the following defenses and/or affirmative defenses, without assuming any burden of proof that otherwise does not exist as a matter of law.

1. The Complaint fails to state a claim upon which relief can be granted.
2. Plaintiff was an at-will employee, as the term is defined under the common law of New York, and could be terminated at any time for any reason not specifically prohibited by local, state or federal law, and with or without cause.
3. The claims of Plaintiff are barred, in whole or in part, by the doctrine of unclean

hands, accord and satisfaction, waiver, laches, estoppel, comparative fault, contributory fault, and/or the applicable statute of limitations.

4. Amazon is not a proper defendant in this action as it is not an “employer” within the scope of USERRA, the NYCHRL or the NYSHRL.

5. Plaintiff’s claims and/or alleged damages are barred on the grounds that, if Amazon.com made any decisions concerning Plaintiff that were based, in part, on grounds of unlawful violation of USERRA, the NYSHRL and/or the NYCHRL, which it did not, Amazon.com would have reached the same decision regardless of the alleged discrimination.

6. The NYCHRL and/or the NYSHRL does not require employers to provide accommodations to caregivers.

7. Plaintiff’s claims may be barred to the extent that discovery shows she engaged in misconduct prior to, during, or in connection with her employment, that otherwise would have resulted in adverse action if such conduct were then known to Amazon.

8. Any adverse employment actions taken concerning the Plaintiff were taken for legitimate, nondiscriminatory and non-retaliatory reasons.

9. Plaintiff cannot establish a causal link between any alleged protected activity or status, and any alleged adverse employment action.

10. Plaintiff must mitigate any and all alleged damages, and Amazon.com is entitled to an offset for any amounts earned or for which Plaintiff should have earned.

11. Plaintiff’s claims are barred because Amazon exercised reasonable care to prevent and correct any alleged retaliation and/or unlawful discrimination, and thus cannot be held liable for the actions of its agents or for punitive damages.

12. Plaintiff's claims are barred to the extent any actions about which Plaintiff complains were taken by Amazon.com in good faith and Amazon.com had reasonable grounds for believing that its actions were, at all times, in compliance with all applicable laws.

13. To the extent that Plaintiff seeks an award of liquidated damages, such damages are unavailable under applicable law and/or are barred based on Amazon's good-faith efforts to comply with the law.

14. Plaintiff cannot prove that her military service, past, present or future, was a motivating factor in the decision Amazon made to eliminate her position.

15. Amazon.com would have taken the same action with respect to termination of Plaintiff's employment in the absence of Plaintiff's exercise of a right under USERRA.

16. Plaintiff cannot prove the element required for her to establish a claim under 38 U.S.C. 4311 and Amazon can establish any affirmative defense provided under Section 4311.

17. Amazon's actions were not willful. No act or omission of Amazon which is alleged to violate the law was willful, knowing, or in reckless disregard for the provisions of the law.

18. In addition to the foregoing defenses, Amazon reserves the right to amend its Answer to raise any and all additional affirmative and other defenses that may become evident during discovery and during any other proceeding in this action or to pursue any available counterclaims against Plaintiff as those claims become known during this litigation.

**WHEREFORE,** Amazon request judgment against Plaintiff with respect to her claims asserted herein, dismissing the Complaint in this action, and entering judgment in favor of Amazon.com, together with costs and disbursements of the above-entitled action and any other relief this Court may deem just and proper.

Date: August 28, 2020  
New York, New York

/s/ Eli Z. Freedberg

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